

AGENDA

Superintendent's Contract

Date: August, 2011

Contact: Connie Boesen

SUPERINTENDENT'S CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors (hereinafter called the "Board") of the DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT (hereinafter called the "District"), located in Polk and Warren Counties and NANCY SEBRING (hereinafter called "Sebring"), that the District employ Nancy Sebring as Superintendent.

WITNESSETH:

1. In consideration of an annual "Base Salary" of not less than Two Hundred Six Thousand, One Hundred Seventy-eight even dollars (\$206,178.00) to be paid in biweekly installments on twenty-six different payment dates during the year, except as herein otherwise provided, the District agrees to employ the superintendent upon the terms and conditions stated in this contract. Upon completion of the evaluation set forth in paragraph 3 below, the Board may increase, but not decrease, the Base Salary and benefits for the succeeding year. For such consideration, Sebring agrees to well and faithfully perform the duties of Superintendent and to serve as chief executive officer of the Board and to have such powers and duties as may be prescribed by the Board or by law.

2. The term of this contract shall commence on July 1, 2011, and shall be in effect for a period of three years, and the parties acknowledge that the contract is subject to the provisions of Iowa Code Section 279.24 (1), including automatic continuation. Upon receiving a favorable evaluation annually as set forth in Paragraph 3 below, the Board annually shall reopen the contract prior to July 1 and approve a new two year contract. Each year shall include 260 days of service. Should the contract be terminated prior to the end of its term, the provision and termination procedures provided to non-superintendent administrators as set forth in section 279.24 and 279.25, govern the termination process; subject to the termination pay provisions in Paragraph 4.

3. On or before February 15 of each year stated in Paragraph 2 and at such other times as the Board may determine, the Board shall conduct an evaluation of Sebring's performance over the previous 12 months, consider continuation of the contract for another year term, and/or determine salary to be paid in the next year of employment. Evaluation of Sebring shall be based solely on criteria reflecting the Board established Ends and Management Limitations as reflected in Board Policy 3.2.3. These criteria may be modified by the Board at any time during the year but any new or modified expectations of the Board as reflected in its Ends and Management Limitations policies will only be applied prospectively when evaluating Sebring's performance.

4. The following provisions govern the payments due to Sebring in the event Sebring's employment terminates during the term of this contract as the result of one or more of the following events:

- a. Death. In the event of Sebring's death during the term of this Contract, Sebring shall be paid any and all salary and benefits due Sebring under this contract through the date of her death or any other plan, practice, policy or arrangement of the District.
 - b. Disability. In the event of Sebring's disability, as defined in the personal long-term disability policy obtained by Sebring pursuant to Paragraph 14, the Board may terminate Sebring's employment as allowed in Iowa Code Chapter 279 and Sebring shall be paid any and all salary and benefits due Sebring under this contract through the date of termination or other plan, practice, policy or arrangement of the District.
 - c. Termination by District. The District may terminate Sebring's employment only in accordance with the terms of the Contract and Iowa Code Chapter 279, including but not limited to the termination procedures provided to non-superintendent administrators as set forth in sections 279.24 and 279.25. In the event that the District fails to renew or terminates this Contract during its term for a reason other than just cause, Sebring shall be entitled to the pay and benefits due her under this contract through the expiration of its term, but in no event shall this amount be less than the equivalent of one year's salary and benefits. This amount shall be fully paid to Sebring within 60 days after her employment with the District is terminated and, in no event, shall this amount be fully paid any later than a date that is two and one-half months after the end of the calendar year in which the employment of Sebring is terminated.
 - d. Termination by Sebring. Sebring may resign from and be released from this Contract on terms as may be mutually acceptable to the Superintendent and the Board, acting in good faith.
5. Sebring shall furnish throughout the life of this Contract a valid and appropriate certificate to act as Superintendent in the State of Iowa as directed by the Board. Sebring shall have charge of the administration of the schools under the direction of the Board.
6. The District shall provide a taxable car allowance of \$500 per month for all travel within the state of Iowa to be paid in biweekly installments of \$250.00. Any travel required outside of the District will be reimbursed at the District's mileage rate in effect at the time of travel.
7. Days designated as holidays by the Board shall be regarded as days of service, subject to the rules governing the payment of such days.
8. Sebring shall receive vacation annually in accordance with the vacation procedures for twelve-month administrators, except Sebring's vacation will be accrued at twenty-five (25) days per fiscal year and may be accumulated. In the event this contract terminates prior to its

termination date, Sebring shall receive pay for vacation days accumulated and unused for the preceding year and on a pro rata basis for the final part of the year in which the contract terminates. In the event this contract is not renewed, Sebring shall receive pay for vacation days accumulated and unused as of the last day of the contract term.

9. Sebring shall be entitled to leaves of absence in accordance with the procedures governing leaves of absence for administrators. Other leave, holidays, personal days, and early retirement shall be as provided by Board policy for other administrators in the District or as otherwise approved by the Board.

10. Deductions for absence for which pay is not allowed shall be made in an amount equal to the pay for one day of service for each day of absence.

11. The District shall provide to Sebring payment to a tax-sheltered annuity selected by Sebring in an amount equal to sixteen and one-half percent (16.5%) of her annual salary. In the event that this amount exceeds the allowable annual cap that may be contributed to the tax-sheltered annuity vehicle selected by Sebring in a given year, the District shall pay to Sebring the cash equivalent, grossed up for income tax purposes, of the amount in excess of the allowable annual cap in addition to her base salary.

12. Sebring shall be provided with the same insurance benefits as provided to all Des Moines school district administrative staff.

13. To the extent allowable by Iowa Code 670.8, the District will defend and indemnify Sebring for any and all claims or demands arising from an alleged act or omission occurring within the scope of her employment or duties.

14. The District will reimburse Sebring for her costs in securing personal long-term disability coverage above that level of coverage otherwise provided by the District, up to the full amount of her base salary.

15. The District shall provide professional membership in AASA and SAI.

16. Sebring acknowledges that during the course of her employment with the District, she will develop important relationships with employees of the District. Accordingly, Sebring agrees that for a period of one (1) year following the termination of her employment hereunder for any reason, Sebring shall not, directly or indirectly, contact, solicit or communicate with any employee of the District for the purpose of inducing them to work for an employment other than the District.

17. As an incentive to continued employment with the District, if Sebring remains in the continuous employment of the District for 10 years, a cash incentive is agreed upon by the Parties. If Sebring completes continuous employment of 10 years, the District shall pay Sebring

an amount equal to \$200,000 in installments to be mutually agreed upon by the Parties. If Sebring resigns at any time prior to completion of a total 10-year term, no incentive pay shall be made. The parties agree that Sebring's employment with the District began on July 1, 2006.

18. Notwithstanding the provisions of Iowa Code section 279.25, the parties further agree that Sebring may be discharged during the term of this agreement for reasons other than just cause, and absent any written agreement between the parties to the contrary, Sebring shall be paid at the time of such discharge:

- a. For the three-year term of the agreement all salary and benefits provided under the remaining term of the agreement; and,
- b. If said termination occurs before July 1, 2016, a severance amount equal to one (1) times the annual salary paid to Sebring at the time of the discharge.

19. This contract may not be extended, modified or terminated except by mutual written agreement of all parties hereto.

20. This contract replaces and supersedes any and all understandings, contracts or agreements between the parties concerning the terms of Sebring's employment, including specifically the Superintendent's Contract entered into in July, 2010, and any previous such contracts.

21. This contract shall be construed according to the laws of the State of Iowa.

Dated this _____ day of _____, 2011.

DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT

By _____

Connie Boesen
President, Board of Directors

By _____

Nancy Sebring
Superintendent

By _____

Patricia Lantz
Board Secretary